

**The City of Santa Fe
AND
The Public Works Department**

REQUEST FOR PROPOSALS (RFP)

City-Wide, On-Call Security Guard Services



RFP# 22-17-P

RFP Release Date: February 17, 2022

Proposal Due Date: March 28, 2022

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of City-Wide On-Call Security Guard Services through qualified Security Firms to provide armed and unarmed security guards throughout the City of Santa Fe.

B. BACKGROUND INFORMATION

The City currently provides security at a wide array of sites including, but not limited to, the Santa Fe Plaza, the Santa Fe Railyard, Midtown Santa Fe, the Santa Fe Airport, the Santa Fe Municipal Court, City Parking Lots and Garages, City Recreation Facilities, and City Parks. The City intends to contract with several security firms to ensure our ability to provide the diversity of coverage and coverage types needed.

The security firms selected will provide armed and unarmed security guards throughout City of Santa Fe facilities, properties, open spaces, and public spaces. The selected firms will work under the general direction of the Santa Fe Community Health and Safety Department and the direction of specific City Departments, Divisions, Sections, and Site Management to provide the level of safety and security desired at each specific site.

C. SCOPE OF PROCUREMENT

The City will require armed and unarmed guards, mobile guards, foot-patrol guards and stationary guards. The City will also require the security firms selected to provide to the City access to the technological tools that allow for active tracking of the guards on duty, the services provided and the incidents encountered. Security guard services include being responsible for all phases of building protection, including but not limited to: guarding the premises, parking lots and vehicles against trespassing, vandalism, sabotage, fire, theft and destruction; to avert disorderly conduct and to summon assigned law enforcement authorities when necessary; to exercise good judgement and discretion in dealing with staff and the public in a polite manner; to attend meetings/trainings as directed by the City in connection in providing the services required; and to be prepared to testify in a court of law regarding incidents which may occur during a tour of duty, whether criminal or civil.

The Security firms selected shall develop and provide to site management detailed Post Orders. These Post Orders shall be developed by the security firm for each site to which they are assigned. These Post Orders will present a detailed, site specific, security plan for the successful implementation of security services at a specific site. These Post Orders shall be reviewed and approved by Site Management prior to their implementation. Once approved these will become the guidelines for security operations at any specific site as well as the metrics for evaluating a selected firm's performance.

It is the intent of the City of Santa Fe to enter into a one (1) year contract term, with the option to renew for three (3) additional years. The resulting award may be multiple contracts.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

Public Works Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Caryn Grosse, Project Administrator Sr

Telephone: (505) 795-2471

Email: clgrosse@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. “**Authorized Purchaser**” means an individual authorized by a Participating Entity to place orders against this contract.
2. “**Award**” means the final execution of the contract document.
3. “**Business Hours**” means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. “**Central Purchasing Office**” means the office responsible for the control of procurement of items of tangible personable property, services or construction.
5. “**Chief Procurement Officer**” means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.
6. “**City**” means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
9. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
10. **“Contractor”** means any business having a contract with the City of Santa Fe.
11. **“Department”** means the Requesting Department sponsoring this Procurement.
12. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. **“Desirable”** – the terms ”may,” ”can,” ”should,” ”preferably,” or ”prefers” identify a desirable or discretionary item or factor.
14. **“Electronic Submission”** means a successful submittal of Offeror’s proposal.
15. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.
16. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
17. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
21. **“Mandatory”** – the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.

22. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
23. **“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
24. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
25. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to the City of Santa Fe, a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
26. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s)s .
27. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
28. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
29. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
30. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
31. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
32. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
33. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
34. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

35. **“State (the State)”** means the State of New Mexico.
36. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
37. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
38. **“Written”** means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

https://www.santafenm.gov/bids_rfps

Other relevant links:

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	February 17, 2022
2. Acknowledgement of Receipt Form	Potential Offerors	March 4, 2022
3. Pre-Proposal Conference	Requesting Department	March 4, 2022
4. Deadline to submit Written Questions	Potential Offerors	March 8, 2022
5. Response to Written Questions	Procurement Manager	March 14, 2022
6. Submission of Proposal	Potential Offerors	March 28, 2022
7.* Proposal Evaluation	Evaluation Committee	March 29, 2022
8.* Selection of Finalists	Evaluation Committee	April 5, 2022
9 * Oral Presentation(s)	Finalist Offerors	April 6, 2022
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	April 13, 2022
11.* Contract Awards	Requesting Department/ Finalist Offerors	May 23, 2022
12.* Protest Deadline	Central Purchasing Office	+15 days

* Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the City on the date indicated in Section II. A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. **Please put the RFP number and Title in the Subject line of the email.** The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 3pm MST/MDT via Zoom.

JOIN ZOOM MEETING

[HTTPS://SANTAFENM-
GOV.ZOOM.US/J/81563382960?PWD=R3RVV0TPTMSYQVEWNFARA1HHQWU5UT09](https://santafenm-gov.zoom.us/j/81563382960?pwd=R3RVV0tPTMSYQVEWNFARA1HHQWU5UT09)

MEETING ID: 815 6338 2960

PASSCODE: 983195

ONE TAP MOBILE

+12532158782,,81563382960#,,,,*983195# US (TACOMA)

+13462487799,,81563382960#,,,,*983195# US (HOUSTON)

DIAL BY YOUR LOCATION

+1 253 215 8782 US (TACOMA)

+1 346 248 7799 US (HOUSTON)

+1 669 900 6833 US (SAN JOSE)

+1 301 715 8592 US (WASHINGTON DC)

+1 312 626 6799 US (CHICAGO)

+1 929 205 6099 US (NEW YORK)

MEETING ID: 815 6338 2960

PASSCODE: 983195

FIND YOUR LOCAL NUMBER: [HTTPS://SANTAFENM-GOV.ZOOM.US/U/KVEHSRZWC](https://santafenm-gov.zoom.us/j/81563382960?pwd=R3RVV0tPTMSYQVEWNFARA1HHQWU5UT09)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of

the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice. Please put the RFP number and Title in the Subject line of the email.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON **March 28, 2022**. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II. A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation via Zoom to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. **If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc.). The Department will provide Finalist Offerors with applicable details.** Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central

Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the

contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern.

Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);

3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of

changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

- a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars (\$1,000,000)

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

1. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

2. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. ***EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*** Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. ***EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*** The Technical Proposals **SHALL NOT** contain any cost information.
 - i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
 - One (1) ELECTRONIC version of the requisite proposals identified as **unredacted** (def. Section I.F.37) versions for evaluation purposes; and
 - One (1) **redacted** (def. Section I.F.28) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;
- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. ***EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit***

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6. Make sure to put the Title, RFP number and Due Date in the "Subject" line of the email.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

3. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. **Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 - 1. Organizational Qualifications and Experience
 - 2. Organizational Capacity and Stability
 - 3. Organizational References
 - 4. Oral Presentation (if applicable)
 - 5. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal:

- 1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The City will require armed and unarmed guards, mobile guards, foot-patrol guards and stationary guards. The City will also require the security guard firms selected to provide technological tools that allow for active tracking of both the services provided and the incidents encountered.

Each firm should work to ensure their proposal demonstrates their ability to provide all of these services as well as any additional services they feel the City may benefit from. The City will also require the security firms selected to provide to the City access to the technological tools that allow for active tracking of the guards on duty, the services provided and the incidents encountered

I. Minimum Qualifications/Requirements

- 1) The Contractor shall have at least five (5) years of consecutive experience in the professional security guard services industry under the current company name, and should have experience in governmental/public facilities.
- 2) The Contractor shall be licensed/registered, and shall maintain such licensing/registration, to perform security guard services pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.
- 3) The Contractor shall be registered and current with the New Mexico Taxation and Revenue Department, New Mexico Workman's Compensation, The New Mexico Department of Workforce Solutions (Unemployment Insurance), and the United States Social Security Administration.
- 4) The Contractor shall ensure all security guard personnel assigned shall be in compliance with the Level I, Level II and Level III security guard personnel licensing/registration and training requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq- NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC.
- 5) The Contractor shall provide the City with copies of all security personnel license(s)/registration(s) prior to security personnel assuming duties at City locations(s).
- 6) The Contractor shall maintain a current license throughout the term of this agreement, and shall report the potential for license suspension, revocation, or limitation to the City within ten (10) days' notice from the State, County, or City licensing boards.
- 7) The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing series under this Agreement.
- 8) Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

- 9) Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement. Unless otherwise stated in this Scope of Work, the Contractor shall follow the best practices established by the Department of Homeland Security.
- 10) All security guard personnel assigned must communicate fluently with verbal commands, as well as write reports and complete logs, in English. All hires must follow guidelines of equal employment opportunity and hiring of U.S. citizens.
- 11) The City reserves the right to alter the days and/or hours of the Contractor. The City also has the discretion to change the security personnel duties and schedules if the City determines it is in the best interest to do so.
- 12) The Contractor shall provide the City detailed invoices for hourly reimbursements of security guard services provided. Unless otherwise required by the City, Contractor shall provide invoices on a bi-weekly basis, the City will provide payment on a monthly basis.
- 13) All security guard personnel will be on time and are to be at their duty stations at the scheduled start and close of their shift.
- 14) Contractor Vehicle: Contractor shall provide a vehicle for the Municipal Parking Facilities (Mobile Patrol). Vehicle must be sufficient to meet all safety requirements and passenger limitations. Contractor provided vehicles must be clearly marked and have a light bar. Only clearly marked contractor owned or leased vehicles, not "Privately Owned Vehicles" (POVs) owned by individual employees, will be used to perform any services. Vehicle markings must be reviewed by the City.
- 15) Weapons (as required):
- a) The Contractor will furnish all pistols, 9mm or larger, for on-duty use by security guard personnel (Level III security personnel) at City Hall / Santa Fe Convention Center, Santa Fe Regional Airport, and Municipal Court locations. Guards at these locations must have completed a firearm handling and safety training course. The use of privately-owned firearms and or ammunition by contract security personnel is strictly prohibited. Contract security guard personnel shall not carry a concealed weapon onto any facility even if they are licensed to do so off of the installation. Weapons training, with qualifications, shall be conducted semi-annually and follow the State of New Mexico Licensing requirements. Contractor will furnish all duty and training ammunition.
- 16) Special Provisions:
- a) Temporary Removal of Security Guard Personnel Posing an Imminent Threat. Supervisor and/or the City, or designated representative at locations where security guard personnel are performing, may direct the Contractor to immediately and temporarily remove any individual(s) from duty who pose an imminent threat to safety of the general public, personnel, or government resources. The temporary removal will remain in effect until the incident prompting removal has been investigated and resolved to the satisfaction of the City. Once the incident has been resolved, the individual(s) will either be allowed to return to work on the contract or permanently removed from performance on the contract, in accordance with paragraph below as the City deems appropriate. Temporary removal of security guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment.

- b) Permanent Removal of Security Guard Personnel. The City reserves the right to permanently exclude any individual(s) from performance under this contract whose performance does not meet Contract and/or City standards. Such failure includes, but is not limited to, falsifying reports or statements; mishandling weapons; loss, destruction, or irresponsible use of City equipment; character/actions incompatible with courteous public interaction or other criteria identified. When so instructed, the Contractor shall immediately remove such individual(s) in accordance with City instructions. Permanent removal of guard personnel does not relieve the contractor of any performance obligations/requirements or create an entitlement to an equitable adjustment. The Contractor shall not, without consent, reinstate any employee who has been permanently removed.
- c) The City has the right to approve/disapprove any security guard personnel. Contractor shall immediately transfer/remove security guard personnel from the account at the City's request. This includes the assigned Account Manager representing the Contractor. No such request shall be made for reasons that would violate applicable law.

17) Personnel Records: These records shall be available for inspection by the City to ensure compliance with the state regulations. Records include, but are not limited to, state training completion, verification of license application state weapons and state training licenses/certifications, proof of medical and drug clearance for each employee, documented proof of completed local background investigation and other training documents.

18) Security guard personnel shall not perform duty at any location in excess of 12 hours and must have at least 8 hours rest between shifts. The consumption/intake of alcoholic beverages or other substances that would impair/alter judgment or performance during the 8 hour period prior to a scheduled shift is strictly prohibited.

19) Security guard personnel will be expected to maintain a clean work area, including facilities that they use. Security guard personnel will maintain cleanliness throughout their shift.

20) Contractor will be required to replace or repair, at its own expense, any equipment owned by the City (such as, but not limited to, communication equipment; fire equipment; safety equipment; locks; keys; access control systems; etc.) damaged or lost through abuse or neglect by the Contractor or its employees. Use of the City's telephone system for personal use is prohibited, and the cost of such usage will either be billed to the Contractor, or deducted from the monthly payment, at the discretion of the City.

21) Security guard personnel shall have the ability to pass annual drug and alcohol testing. Additionally, physical examination of security guard personnel shall be conducted by a licensed physician whenever the Contractor has reasonable belief, based on observed behavior, that the officer cannot perform essential job functions and/or such officer may pose a direct threat due to a medical condition.

II. Facility Profiles

A. Genoveva Chavez Community Center

Unarmed Guard – Level 1

1. Monday – Thursday: 2:30pm – 10:30pm
2. Friday and Saturday: 12:00pm – 8:30pm
3. Sunday: 10:00am – 6:30pm

B. La Farge Library

Unarmed Guard – Level 2

1. Monday – Wednesday: 10:00am – 8:00pm
2. Thursday – Saturday: 10:00am – 6:00pm
3. Sunday: 1:00pm – 5:00pm

C. South Side Library

Unarmed Guard – Level 2

1. Monday – Wednesday: 10:00am – 8:00pm
2. Thursday – Saturday: 10:00am – 6:00pm
3. Sunday: 1:00pm – 5:00pm

D. Midtown Santa Fe

Unarmed Mobile Guard – Level 2

1. 7-Days per Week: 24-Hours per Day

Armed Guard – Level 3

1. 7-Days per Week: 4:00pm – 8:00am

E. Parking Mobile Patrol

Unarmed Mobile Guard – Level 1

1. 7-Days per Week: 9:30pm – 1:30am

F. Municipal Court

Armed Guard – Level 3

1. Monday – Friday: 7:30am – 5:00pm

G. Santa Fe Regional Airport

Unarmed Guard – Level 1

1. 7-Days per Week: 7:00pm – 12:00am

Armed Guard – Level 3

1. 7-Days per Week: 4:30am – 7:00pm

H. Santa Fe Trails

Unarmed Guard – Level 1

1. Monday – Friday: 5:30 am – 9:30am

I. Santa Fe Railyard

Armed Mobile Guard – Level 3

1. 7-Days per Week: 8:00am – 12:00am

J. Santa Fe Plaza

Armed Mobile Guard – Level 3

1. 7-Days per Week: 24-Hours per Day

III. Services

1. Contractor shall provide unarmed and armed security guard services, as specified by each location, in and around the City facilities. Contract security guard personnel will provide a variety of services, implementing the City of Santa Fe's security objectives according to policies and procedures which may include but is not limited to the following general tasks:
 - a. Entry and egress access control;
 - b. Roving patrols of interior and exterior building areas, including parking facilities as applicable;
 - c. Perform roving patrols of all mobile patrol facilities, each hour, from a marked security unit furnished with flashing lights;
 - d. Provide initial response to security incidents;
 - e. Assist with fire drills/evacuation drills;

- f. Notify the Santa Fe Regional Emergency Communications Center of a need for police, fire, or medical assistance;
 - g. Visitor and building employee identification verification;
 - h. Incident and daily operating reports;
 - i. Monitoring and responding to building intrusion detection systems;
 - j. Monitoring alarms and fire detection equipment;
 - k. Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures;
 - l. Other specific tasks as required, as specified in post orders or by site-location manager.
2. Contractor shall provide an Automated Electronic Guard Tour System, as is mutually agreed upon between the City and Contractor. A GPS-based monitoring system is strongly preferred. Security guard personnel shall be required to activate all electronic guard tour key stations within each facility as designated by the City and in accordance with the patrol times specified as agreed to within post orders. Contractor will be required to provide access to City site managers to review incident reports, activity logs, time-reports, etc. Contractor shall also provide training on the system to City site managers.
3. Contractor shall provide appropriate and necessary management and supervision for all Contractor's employees by designating an Account Manager who shall coordinate all issues relating to this contract, staffing, performance, etc., and will be the point of contact for the City. The Account Manager shall:
 - a. Cover City of Santa Fe Security Management responsibilities as needed.
 - b. Provide on call services 24/7 for the City; be able to respond 24/7 to handle any security guard problems that should arise; and be able to work varied shifts and split shifts.
 - c. Coordinate the security guard coverage for all the City security guard requests.
 - d. Develop a training program and coordinate all training requirements for security guard personnel assigned to this account-and update the program on a regular basis.
 - e. The Account Manager must be able to effectively deal with a variety of personality types in public situations.
 - f. Maintain security guard records for access logs, incident reports (along with police reports) for a minimum of three (3) years after the end of the calendar year. Daily logs shall be held for a minimum of one (1) year after the end of the calendar year.
 - g. Submit reports with appropriate documentation of all situations which are considered security breaches, incidents, and/or system failures.
 - h. Review all safety issues and security documentation prepared and/or provided by security guard personnel.
 - i. Know how to perform every position and provide training for these positions to subordinates.
 - j. Perform other duties as assigned.
4. Contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Preliminary Post Orders shall be prepared in cooperation with the City prior to the commencement of the contract. Final Post Orders shall be provided to the City for review and approval 30 calendar days after first date of service. All security guard personnel will be required to read and verify they understand the Post Orders and at minimum, shall be tested during the on-the-job training (OJT) period, annually or more frequently during site inspections. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor's and the City's standards. Post Orders should be updated as changes necessitate, and shall be reviewed by both the Contractor and the City annually.
5. Contractor may be required to work special events, such as Spanish Market, Indian Market, Fiestas, etc. on the date(s) and time(s) specified by the City. The City shall provide the Contractor with two

weeks' notice for regularly scheduled events. However, this does not preclude the need for emergency service with less than two weeks' notice in the event of an emergency or special event not regularly scheduled.

IV. Training

All training costs must be included in the billing rate. Contractor shall cross train all positions. Contractor shall:

1. Develop a training manual specifically for security guard personnel assigned to the City.
1. Meet the minimum training requirements for the State of New Mexico requirements pursuant to the New Mexico Private Investigations Act Section, 61-278-1 et seq-NMSA 1978, and the rules promulgated pursuant to the Private Investigations Act, 16.48.2 NMAC, and a minimum of 24 hours of on-the-job training per position. All training costs are the responsibility of the Contractor and must be included in the billing rate.
3. Design a specific course of training for each position based on written post orders.
4. Provide training that includes the following:
 - a. Safety
 - b. Building/facility familiarization including a detailed tour of all sites, functions, and facilities
 - c. Knowledge of a security guard's limit of authority
 - d. Knowledge of job duties
 - e. Access control
 - f. Public relations
 - g. Patrol techniques
 - h. Responding to bomb threat situations
 - i. Fire prevention and control and the use of fire extinguishers
 - j. Communication training including verbal judo
 - k. Employee rights, responsibilities, and expectations
 - l. Workplace violence and conflict resolution
 - m. Reporting procedures for incidents, personal injury, and property damage
 - n. Dealing effectively with the homeless and mentally ill
 - o. Exclusion policies
 - p. Lost and found procedures
 - q. CPR certified (including defibrillation) and First Aid certified by the American Heart Association or equivalent (as approved by the City) within four (4) months of hire
 - r. ADA training
 - s. Radio procedures and protocols
 - t. Grooming and uniform appearance
 - u. Defense tactics, handcuff procedures
 - a. De-escalation training
5. Contractor is "encouraged" (but not required) to provide training that includes the following:
 - a. Crowd psychology, control, and management;
 - b. Limited force ejection techniques;
 - c. Drug and alcohol awareness training.
6. Any security guard personnel who is assigned to the Santa Fe Regional Airport must complete the following prior to assignment:
 - a. Security Identification Display Area (SIDA)/Secured Area Badge Application;

- b. Complete and pass a Criminal History Records Check and Security Threat Assessment;
- c. Complete online and in-person SIDA/Secured Area Training;
- d. Complete Santa Fe Regional Airport Security personnel Orientation with an Airport Law Enforcement Officer or Airport Security Coordinator.

7. Contractor must certify that training, as outlined herein, has been provided to each employee. The Contractor must also supply the City with a roster of trained personnel, listing employees by name, and the dates and frequency of training.

8. Whenever a new security guard personnel is assigned to a post, Contractor shall arrange for the new personnel to be trained for a minimum of 24-hours with an experienced security guard personnel prior to the new individual taking over the post alone. The Contractor shall bear the cost of this training and the City shall be billed for the services of only the experienced security guard personnel.

V. Uniforms and Equipment

- 1. All security guard personnel shall wear the registration card on the outside of the guard's uniform so that the card is visible to others, as specified in 61-278-22(0) NMSA 1978.
- 2. All security guard personnel will maintain a high standard of dress and professional appearance at all times. All uniforms will be clean, serviceable, pressed, and will conform with NMSA 1978 61-278-1 through 61-278-36, section 16.48.3.12.
- 3. Uniforms will be of consistent color, appearance, and in good condition. Uniforms should only be worn when the security guard personnel is on official duty or in transit between their residence and post location.
- 4. Contractor will not require employees assigned under the terms of this Agreement to purchase supplied uniforms.
- 5. Equipment to be utilized by security guard personnel shall be provided by the contractor, unless agreed to by the City.

B. TECHNICAL SPECIFICATIONS

1. Organizational Qualifications and Experience

Offeror **must**:

- I. Provide a detailed description of your firm's current and past experience that clearly demonstrates your qualifications to provide these security services to the City of Santa Fe. Describe the individual or agency experience and expertise in and capacity to perform services being provided. Provide copies of all license/registrations required to perform security guard services in New Mexico.
- II. Provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as Regional Manager, Account Manager, Site Manager, Supervisors, Project Manager, or other role of leadership to fulfill these services for the city of Santa Fe. Offeror must include key personnel education, work experience, and relevant certifications and licenses. The Offeror must also provide a detailed explanation of the standard education, training and certification of their guards. Provide evidence of

all licenses and registrations required for the Offeror and its key personnel to provide the services required by this RFP

- III. Describe at least three past account services by your firm that clearly demonstrate your related experience.

2. Organizational Capacity and Stability

Offeror **must**:

- I. Offeror must provide a summary of their average monthly vacancy rates for the last twelve months for all of their New Mexico accounts.
- II. Offeror must have sole responsibility for the hiring and employment of their security staff and demonstrate that they have the bench strength to provide an adequate level of staffing at all times. Explain how the Offeror will provide the following:
 - A. The necessary management, labor, tools, materials, equipment, transportation, and supervision to meet the City's security staffing needs.
 - B. Adequate back-up guard and supervisory staff (floaters) to cover absenteeism, personnel replacement, vacations, sick days, holidays, and emergencies. Floaters are expected to be trained at the job site and have equal or greater level of proficiency as the staff being replaced. The City also expects that temporary services may be required throughout the year.
 - C. The ability to provide on-call support to the security force employed at the building during emergency situations.
- III. Offeror's must have the following workplace practices in place to promote a high-functioning and stable workforce:
 - A. Security guard force deployed at the City must be composed entirely of guards with a valid security guard registration and license with the State of New Mexico and any other license required by federal, state, or local authorities. **A Statement of Concurrence is required.**
 - B. A bi-annual check of the State of New Mexico issued Security Guard License / Guard Card for each security guard that will be working on any City site. A copy of this license shall be submitted to the City's Contract Manager and each City Site Manager every time a new guard is assigned to the site and then on the 1st day of the first and seventh month of the year thereafter. **A Statement of Concurrence is required.**
 - C. An appropriate background check for all personnel who will be working on City property consistent with federal, state and local law. **A Statement of Concurrence is required.**
 - D. Procedures to remove from service any individuals who, in the reasonable opinion of the City, are unqualified or fail to perform their duties and replace said individuals. **A Statement of Concurrence is required.**
 - E. A drug screening program consistent with federal, state, and local law, and a zero-tolerance policy for the sale, use, or possession of alcoholic beverages, controlled substances, and illegal weapons (as defined by State law). **A Statement of Concurrence is required.**

3. Organizational References

Offeror **must**:

Offeror must provide a list of a minimum of three (3) references from private, city, state or large local government clients for which your firm has provided similar services within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client Name
- b) Account Description
- c) Dates of Service (starting and ending)

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror’s proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror’s disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror’s proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror’s disqualification.**

3. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

4. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by the total yearly cost based on the locations and hours indicated in the scope of work.

5. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
1. Organizational Qualifications and Experience	30
2. Organizational Capacity and Stability	30
B. 2. Organizational References	20
C. Business Specifications	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Oral Presentation	10
C.4. Cost	10
TOTAL POINTS AVAILABLE	100
C.5. City of Santa Fe Local Preference per Section IV C. 2	3
C.6. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	6

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Qualifications and Experience (See Table 1) 30 points

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's current and past experience, expertise, and knowledge directly related to the types of service the City is looking to cover; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to their past accounts that demonstrates their experience. Each of the three sub-sections is worth 10 points.

2. B.2 Organizational Capacity and Stability (See Table 1) 30 points

Points will be awarded based upon the Offeror's response to the three sections of B.2, which is focused on discerning the Offeror's capacity and ability to satisfactorily staff the City's needed security. Each

of the three sub-sections is worth 10 points with the last depending on the Offeror supplying a "Statement of Concurrence" on A-E.

3. B.3 Organizational References (See Table 1) 20 points

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

4. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

5. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

6. C.3 Oral Presentation (See Table 1) 10 Points

The City may at its own discretion chose to hold Oral Presentations to help make final decisions on which Offerors' may be selected for contracting with the City. Points will be awarded based on the quality, organization, and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the City will provide the Offeror a presentation agenda.

7. C.4 Cost (See Table 1) 10 points

The evaluation of each Offeror's cost proposal will be conducted using the following formula based on the "Total yearly amount":

$$\frac{\text{Lowest Responsive Offeror's Cost}}{\text{Each Offeror's Cost}} \times \text{Available Award Points}$$

8. C.5. Local Preferences

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits.

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating

the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

- B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars (\$1,000,000)

- a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
- b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

City-Wide On-Call Security Guard Services RFP#22/17/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3pm MST, March 4, 2022. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX I.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Central Purchasing

E-mail: Purchasing@santafenm.gov

Subject Line: **City-Wide, On-Call Security Guard Services**
RFP#22/17/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jamie Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

DRAFT CONTRACT

APPENDIX D
COST RESPONSE FORM

APPENDIX D COST RESPONSE FORM

This is a sample form, expand or detail as needed.

Item	Unit Price	Total
Level 1 Guard	Hour	
Level 2 Guard	Hour	
Level 3 Guard	Hour	
Supervisor	Hour	
Account Manager	Hour	
Sedan	Hour	
SUV	Hour	
Level 1 Guard Overtime / Holiday	Hour	
Level 2 Guard Overtime / Holiday	Hour	
Level 3 Guard Overtime / Holiday	Hour	
Supervisor Overtime / Holiday	Hour	
Account Manager Overtime / Holiday	Hour	

All hourly rates for security guards are structured in such a manner that they include all management, supervisor, administrative and overhead costs (firm, fixed and fully loaded). The Department will pay the Contractor hourly rates rounded to the nearest 1/4 for services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

NM Gross Receipt Taxes (NMGRT) or local option(s) tax shall not be included in any of the provided rates. If applicable, NMGRT will be added and itemized separately at time of invoicing.

The total yearly amount as per the hourly rates above, the locations and hours indicated for those locations in Section IV.A.II. will be used to calculate the cost score.

Total yearly amount as per the locations and hours indicated for those locations

\$ _____

In the event of a product cost increase an escalation request will be reviewed by the City at the time of renewal. The increase may not to exceed a 3% increase. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Contract item
2. Current item price
3. Proposed new price
4. Percentage of increase
5. Reason for the increase

APPENDIX E
LETTER OF TRANSMITTAL FORM

APPENDIX E

LETTER OF TRANSMITTAL FORM

Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 22/17/P

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- ☐ No subcontractors will be used in the performance of any resultant contract, OR
☐ The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.
(N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.3. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by October 29, 2021 2pm MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal.

Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 22/17/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Public Works Department via e-mail at:

Name: Central Purchasing Office
Email: Purchasing@santafenm.gov

Forms must be submitted no later than March 28, 2022 2pm MST/MDT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager, Caryn Grosse** at clgrosse@santafenm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Summary of Services	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

a. COMMENTS:

2. How would you rate this firm's knowledge and expertise?

i. (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

b. COMMENTS:

3. How would you rate the vendor's quality of service in the field?

i. (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

b. COMMENTS:

4. How would you rate the vendor's quality of administrative service?

i. (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

b. COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

i. (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

b. COMMENTS:

6. How satisfied are/were you with the products developed by the vendor?

i. (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

b. COMMENTS:

7. With which aspect(s) of this vendor's services are/were you most satisfied?

a. COMMENTS:

8. With which aspect(s) of this vendor's services are/were you least satisfied?

a. COMMENTS:

9. Would you recommend this vendor's services to your organization again?

a. COMMENTS:

APPENDIX G
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.

And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Security Guard Company, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Security Guard Company and known key personnel needs to describe the conflict.

The Security Guard Company agrees that, if after award, an organizational conflict of interest is discovered, the Security Guard Company makes an immediate and full written disclosure to the City that includes a description of the action that the Security Guard Company has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Security Guard Company was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded City-Wide On-Call Security Guard Services. For the duration of this firm's involvement in the City-Wide On-Call Security Guard Services contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the City-Wide On-Call Security Guard Services contract.

I certify that this firm will keep all City-Wide On-Call Security Guard Services contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the City-Wide On-Call Security Guard Services contract. I understand that if this firm leaves this City-Wide On-Call Security Guard Services contract before it ends, this

firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the City-Wide On-Call Security Guard Services contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the City-Wide On-Call Security Guard Services contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

E-mail Address:

Signature:

Date:

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX I
LIVING WAGE ORDINANCE






City of Santa Fe Living Wage Ordinance







PURSUANT TO THE CITY OF SANTA FE
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987
EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE
CITY OF SANTA FE
SHALL BE PAID A LIVING WAGE OF

\$12.32 PER HOUR

Santa Fe's Living Wage

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
<http://www.santafenm.gov>
(Click on Hot Topics/Living Wage)